SECTION – V

(VOLUME –1)

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT
CONTENTS

Cl. No.	Description
1.0	Project description
2.0	Scope of Proposal
3.0	Bill of Materials and Supervisory Services
4.0	Qualifying Requirements of Bidders
5.0	Duties and Power of the Engineer and Engineer's Representatives
6.0	Basis of Evaluation
7.0	Procedure for Evaluation of Technical Bids
8.0	Terms of Payment
9.0	Taking over
10.0	Work Schedule
11.0	Indemnity Bond
12.0	Contract Price Adjustment
13.0	Penalty for Delay in Completion
14.0	Storage cum Erection Insurance
15.0	Guarantees and Liquidated Damages for Non-Performance
16.0	Pre Commissioning Tests and Taking Over
17.0	Certificate regarding acceptance of Important Conditions
18.0	General information
19.0	Quantity variation

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1.0 PROJECT DESCRIPTION:

1.1 This Project envisages **preventive and breakdown maintenance of all makes of DAS and Non DAS RMUs of all configurations in East Circle area of BESCOM for a period of two years on Total Turnkey percentage quoting basis** on each item wise quoting basis**.**

1.2 The bidder shall quote for complete scope of work specified in the tender.

2.0 SCOPE OF PROPOSAL:

2.1 The detailed scope of work covered under the package is specified in the clause 1.4 of Section IFB.

2.2 **Contractor's Scope of Works:**

The Scope of the work under this tender is **preventive and breakdown maintenance of all makes of DAS and Non DAS RMUs of all configurations in East Circle area of BESCOM for a period of two years on total turnkey percentage quoting basis** on each item wise quoting basis which includes supply of RMUs / spares required for preventive and breakdown maintenance on FOR Destination to Site basis, Transportation, Insurance, Storage, Handling and moving into the final position, Erection /fixing of spares, Testing at Site and commissioning of RMUs / spares after repairs including any other related works.

i. **The requirements of the materials shall be as furnished in the price schedule and these materials requirement are tentative and may vary according to the completion of the contract / work &** shall be considered to be included in the scope of the contract / work.

ii. Any other Electrical and/or civil works including supply and erection/repair which are not included in the item rate of price schedule but required to complete the work shall be carried out by the successful Agency on recommendation of the Engineer-in-charge as well as approval from the competent authority at prevailing Schedule of Material / Labour rate (Including locality allowance + EPF + GST) + approved tender

premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate shall be considered.

iii. The work awards/orders will be issued by the concerned Executive Engineer of the Division, BESCOM, on work priority basis duly specifying the quantum of works to be executed against the individual work award/orders at the approved unit rate of equipment's/ materials / labour charges as per the terms and conditions of the RMUs preventive / breakdown maintenance contract and in line with the estimate prepared by the Assistant Engineer / Section Officer, which is approved by the Competent Authorities of BESCOM. Individual feeder wise / Section wise work award will be issued to the successful agency by the Executive Engineer (Elec.) of respective C, O&M Division.

2.3 The mode of inland Transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his Offer. The Transportation charges shall be the same for all modes of Transport and shall be included in the Contract Price. The Transportation charges shall include Unloading charges at Site.

2.4 Bids not covering the entire Scope of Work shall be treated as incomplete and hence may be rejected.

2.5 For the purpose of supply & erection of Equipment and Materials the Work 'Site' shall mean the locations where the Goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the Site and set up his Stores for purpose of storing the Materials.

2.6 The Equipments Offered by the Bidder shall be complete in all respects with all Mountings, Fittings, Fixtures and Standard Accessories. Any Material and Components not specifically stated in the Specifications and Documents and which is necessary for Trouble Free Operations of Equipments and accessories specified in these Specifications, shall be deemed to be included unless specifically excluded. All such Equipments, Accessories shall be supplied without any extra Cost.

2.7 Insurance coverage for the Equipments/ Materials shall be from the Manufacturer's Work till taking over in accordance with the Contract and shall include coverage for Inland Transportation, receipt of Storage at Site and Erection/repair, Testing and Commissioning at Site prior to taking over by the BESCOM as per **Clause 14.0** infra.

2.8 **Information required along with the Bids:**

a) The bidder must clearly indicate the sources of equipment's/ materials, man power facilities, Tools and Tackles etc., under the scope of the contract in the Techno-commercial sheet.

2.9 **VOID:**

a) VOID.

b) VOID.

c) VOID.

2.10 **Site Location and Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all Local Conditions and factors which may have any effect on the Supply & erection/repair and Services covered under these Documents and Specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any Bid that is submitted. No Claim for Financial adjustments to the Contract Awarded under these Specifications and Documents will be entertained by the BESCOM. Neither change in the time Schedule of the Contract nor any Financial adjustments arising thereof shall be permitted by the BESCOM, which are based on incorrect information or its effect on the Contract to the Bidder.

The Equipment/Spare parts shall be packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

2.11 The Requirements, Conditions, Appendices etc., stated in various sections of Volume-I, Volume-II and Volume-III shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this Section shall prevail.

2.12 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the Bid Documents. The Bids shall, as far as possible, be according to the Specifications. However, Minor deviations, if any, shall be clearly brought out in the respective Schedules of Deviations. Any discrepancy between the

Specification and the Catalogues of the Bid, if not clearly brought out in the Schedule, will not be considered as valid Deviation.

3.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

3.1 List of Materials to be supplied by the Contractor is furnished in the Techno commercial sheet / Price Sheet, Volume-III

3.2 **Services:**

The Bidder shall quote his charges payable for providing Services for Erection/Maintenance / repair, Testing, Commissioning and Civil Works etc, on each of the individual material / labour item for the said work in the e-procurement portal of the respective enquiry Price Schedule. These shall be inclusive of all Taxes, charges and incidentals.

4.0 QUALIFYING REQUIREMENTS OF BIDDERS:

The Qualifying Requirements are enumerated in Section-I, Invitation for Bid –IFB, Volume-I.

5.0 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

5. 1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) Interpretation of all the Terms and Conditions of these Specifications and Documents.

b) Witness, or authorize his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work/maintenance is performed under the Contract.

c) Inspect, accept or reject any Equipment / Material / Spare Parts and Work under the Contract.

d) Review and interpretation of all the Contractor's Drawings, Engineering Data etc.

e) Issue Certificate of acceptance and/or progressive Payment and final Payment Certificates.

f) Review and suggest Modifications and improvements in Completion Schedule from time to time.

g) Review the Quality of Work at all the stages of Project / Contract implementation.

5.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection/repair and if part of the Works is being Manufactured or assembled at other premises or Works, the Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials /Equipments are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection/repair of the Equipments and before commissioning each item, the Equipments shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipments are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipments/Materials installed in the RMUs of Distribution system.

5.3 The following actions are however subject to approval of the Owner:

a) Determining extension of time.
b) Issuing a Variation Order except:
    i.) In an emergency situation as reasonably determined by the Engineer.
    ii.) If such variation Order would increase the Contract Price.

5.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works. He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

5.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written

instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

6.0 BASIS OF EVALUATION:

As this bid document is on total turnkey basis **under PERCENTAGE QUOTING basis**, covering supply of all materials/equipments/matching spare parts, erection/repair, testing and commissioning **of RMUs under revenue budget. The bidders shall quote percentage for the said work,** including cost of all the Equipments identified under Contractor's scope of supply and services mentioned. The offer will be considered as "incomplete" and the bid will be liable for rejection at the discretion of the BESCOM, if all the equipments identified under Contractor's scope of supply and services are not offered.
While awarding the individual maintenance contract award to the successful agency, the approved unit rates will be adopted. However, the sum of the individual awards of the RMUs maintenance contract award is limited to total awarded cost of the maintenance contract.

7.0 Procedure for Evaluation of Technical Bid:

7.1 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
2. Financial Capability of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
3. Bid Security/EMD declaration as per Clause 19.0 Section-II, Instructions to Bidder-ITB, Volume-I.
4. Completion Period shall be as specified in the Bid.

5. Technical Particulars of all the Equipments/ Materials shall be complying with the provisions of Technical Specifications Volume-II.
6. Bid shall be submitted for the entire Scope of Package.
7. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 17 of Section-V, Special Conditions of Contract- SCC, Volume-I.

8.0 TERMS OF PAYMENT:

8.1 The payment will be made at the concerned C, O&M Division under whose jurisdiction the maintenance contract work is executed.

8.2 The payment towards **preventive / breakdown maintenance** shall be made on a Monthly basis as detailed below:

8.2.1 The Contractor shall submit the monthly bills of the value of the work completed less the cumulative amount paid previously.

8.2.2 The Monthly bills shall be paid on the actual quantity of **preventive / breakdown** maintenance carried out on RMUs satisfactorily and duly endorsed by BESCOM officials as stipulated.

8.2.3 The AE (O&M) shall submit RMU preventive / breakdown maintenance report along with the details of spares replaced, same shall be verified by AEE (Sub-Division) & EE (Division).

8.2.4 The contractor shall submit the bills/invoices in quadruplicate (4 copies) to the Executive Engineer, of concerned Division in prescribed form including the applicable taxes.

8.2.5 The AE(O&M)/MT/DAS, AEE(O&M)/MT/DAS shall certify the bills/invoices and Countersignature by the Executive Engineer (Elec.) and the payment shall be made at jurisdictional Divisional office on the basis of the RMU Maintenance report as per clause 8.2.3.

8.2.6 The payment will be made within Ninety (90) days after the receipt of the bills / invoice. However, the Firm shall not be entitled to claim any interest for delayed payments.

8.2.7 Certification of all above points shall be recorded in the MB book by the concerned Engineer in charge of Work while forwarding for arranging payment.

8.3 It is made clear that, notwithstanding anything contained to the contrary in the Bid Documents elsewhere, Storage Insurance for Materials/ Equipments stored at the Site by the Contractor shall

be to Contractor's account alone and no amount whatsoever is payable by the Owner.

8.4 All payments under the Contract shall be in Indian Rupees only.

8.5 The Total Payments towards Supply of Equipments/Material, erection/repair/maintenance Charges and Civil Engineering Works if any etc., as per the Contract shall be governed by the Clauses 34.0 & 35.0 of Section –III, General Conditions of Contract-GCC, Volume-I.

9.0 TAKING OVER:

Upon successful Completion of maintenance contract by the Contractor, the Engineer shall issue to the Contractor a "**Taking over Certificate**" as a proof of the final acceptance of the maintenance contract. Such Certificates shall not reasonably be with held nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Equipment/Maintenance contract. Such Certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the Terms and Conditions of the Contract after issuance of such Certificate.

10.0 WORK SCHEDULE:

10.1 The Bidder shall include in this **Work Schedule** his program to carry out preventive maintenance works covered in the scope of Bid Documents. The Program shall be in the form of Activity Chart identifying Key Phases in various areas of the total Works like procurement of spare parts, deliveries and Field activities. The Activity Chart shall conform to the following Scheduled maintenance Period reckoned from the date of award of maintenance contract :

Validity of maintenance contract: The RMUs maintenance contract is valid for a period of 24 months from the date issue of Award.

MAINTENANCE PERIOD: Even though the preventive / breakdown maintenance Contract is valid for a period of 24 months from the date issue of award, the maintenance period for each of the individual preventive maintenance works will be indicated in the individual award/order by the concerned Executive Engineer and entire assigned work shall be completed

within time period indicated in the individual award / order irrespective of MONSOON PERIOD.

However, irrespective of maintenance period mentioned in the individual award, it is the responsibility of the Agency to complete the annual preventive maintenance on all the RMUs and to complete the RMU breakdown repairs / rectification within 6/24 hours from the intimation of line clear for faults in the RMU.

While preparing the above-mentioned Activity Chart, the Contractor may take guidance from the Tentative Dates of various activities indicated in the Technical Specification. The BESCOM has no objection to modify the intermittent activities without affecting the Final Completion Schedule. However, all the Schedules shall be approved by the BESCOM.

This Activity Chart will be discussed and agreed to before the Award of Contract. It may be required by the BESCOM to revise the periods indicated above based on the interface requirements of the Project/Contract. Such revisions, if made, will be finalised before the Award of Contract. The provisions of Clauses 14.0 and 44.00 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 Section –V, Special Conditions of Contract-SCC, Volume-I regarding Liquidated Damages / Penalties leviable for delays shall become effective after the dates mentioned above.

10.2 After the Award of the Contract, the Contractor shall Plan the sequence of procurement of spares, Inspection and maintenance to meet the dates stated above and shall ensure that all Work is in accordance with the required schedule and sequence.

10.3 The provisions of penalty leviable in case of delay in Completion shall become effective after the periods mentioned above for successful Completion of maintenance.

10.4 Detailed Maintenance plan including Procurement activities covering Manpower deployment, Tools and Plants Mobilisation etc., shall be submitted by Contractor within suitable time as agreed to during Pre-Award discussions.

10.5 Detailed Schedule based on Programs referred above shall be submitted by the Contractor within 15 days time from the notification of Award, in the format to be specified by the BESCOM.

10.6 The Contractor shall submit to the Engineer, his schedule of preventive maintenance works, after approval of the site survey report. Such Schedules shall be in line with the detailed Network

for all phases of the Work of the Contract. Such Schedules shall be reviewed, up-dated and submitted to the Engineer by the Contractor, once in every two Months thereafter, only for the purpose of Progress Monitoring. Schedules shall also include the spares purchased from outside Suppliers.

10.9 The Contractor shall submit to the BESCOM/Engineer the detailed Bill of Materials, after approval of the site survey report. Additions /deletions to the Bill of Materials, during detailed Engineering will also be incorporated in the Bill of Materials within 2 weeks of the approval of the Drawings, if such approval of Drawings necessitates the change.

10.10 Within one week of approval of the Schedule, the Contractor shall forward the schedule to Engineer. The number of copies to be supplied by the Contractor shall be determined by the Engineer.

10.11 The Schedule shall be updated at a frequency mutually agreed upon for the purpose of Monitoring. However, for the purpose of identification of Contractors Contractual liability, the agreed Activity Chart referred in Clause 10.1 shall only be applicable. Monthly review of the Progress and identification of necessary Corrective actions as may be desired by the Engineer. The Meeting will be attended by the Engineer or his authorized Representatives and such responsible Representatives of the Contractor as may be considered necessary by the Engineer. Such Meeting shall be attended by the Contractor's Representatives at the Contractor's own Cost. The Contractor shall be responsible for recording the proceeding of the Meeting(s), a report of which shall reach the BESCOM or the Engineer not later than seven (7) days after the Meeting (s).

10.12 During execution of the Contract the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

11.0 INDEMNITY BOND:

11.1 It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material**. The Contractor shall execute an Indemnity Bond as per the Proforma enclosed in the Section Anneures in favour of the BESCOM against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the end of Contract period.

12.0 CONTRACT PRICE ADJUSTMENT:

In accordance with Clause 14.0 of Section –II, Instruction to Bidder-ITB, Volume-I and Clause 33.0 of Section –III, General Conditions of Contract-GCC, Volume-I.

13.0 PENALTY FOR DELAY IN COMPLETION:

13.1 The Bidder shall clearly note that time is the essence of the Contract and the execution of individual work awards/Contract shall be completed within the Time frame specified in the **individual award/order and the** Time frame specified in the Clause No.10.1 Supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the preventive / breakdown maintenance in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the BESCOM by way of Amendment to the individual work awards / Notification of Award/ Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

13.2 For delay in not taking up the Preventive maintenance /Breakdown maintenance works as planned and not completing the maintenance work, penalty @ ½ % per week will be levied subject to a maximum of 10% of the cost of Preventive/ Breakdown maintenance/repair of uncompleted RMUs.

13.3 The total amount of **Penalty** for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price & the BESCOM has got every right to terminate the Contract without any liability if it crosses 10%.

13.4 In case the successful bidder fails to execute the works as per the program, the works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies/works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the

BESCOM to recover any damage from the contractor and also blacklisting

14.0 STORAGE CUM ERECTION INSURANCE:

14.1 All the Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of work at Site and taking over of the project by the BESCOM in accordance with the Contract.

14.2 Further all the Equipment and Materials being supplied by the BESCOM for the Erection as per Technical Specification shall be kept insured by the Contractor against any Loss, Damage, Pilferage, Theft, Fire etc. from the time of Unloading up to the time of Taking Over by the BESCOM including Handling, Transportation, Storage, Erection, Testing and Commissioning etc. The premium to be paid to the Insurance Company by the Contractor for such Insurance shall be included in the total Bid Price.

14.3 It will be the responsibility of the Contractor to Lodge, Pursue and Settle Claims with the Insurance Company in case of any Damage, Loss, Theft, Pilferage or Fire and the BESCOM shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, Damage etc. in the execution of the Contract to any Equipment/ Material either supplied by the Contractor or issued to the Contractor by BESCOM irrespective of the time or amount of receipt of Insurance Claim. Any loss in this regard shall be to the Contractor's account.

15.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE OF THE EQUIPMENT’s:

15.1 The Bidder shall guarantee for the equipment’s/materials supplied as per the clause 15 of GCC.

15.2 The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification of equipment or indicated in Data requirement.

15.3 If the equipment’s/materials are not met IS/IEC standard at factory tests, then Owner will reject the equipment’s/materials and the agency shall offer for re-inspection by paying the re-inspection charges as notified by the owner.

16.0 Rejection:

16.1 The BESCOM will reject any Material/Equipment/Spare parts supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.
b) Material/Equipment fails on any Test indicated in the Technical Specification.
C) Material/spare parts of different make or not that of the original make is installed.

16.2 The BESCOM reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the BESCOM, the defective Material by a new Material. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. **Till the equipments are replaced, the performance bank guarantee will not be released by the owner.**

16.3 TAKING OVER:

When the whole of the Works have been completed and have passed all the Tests on Completion, prescribed in the Contract, to the satisfaction of the Engineer, the Engineer shall issue to the Contractor a Taking Over Certificate, as proof of the Final acceptance of the maintenance contract. Such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the RMUs. Such Certificate shall not relieve the Contractor of any of his obligations which, otherwise become due, by the Terms and Conditions of the Contract, after issuance of such Certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding Work during the Warranty Period.

The Contractor shall hand over the following Documents in 8 sets at the time of handing over the RMUs after completion of maintenance contract to the Engineer for reference and Records:

a) Brief details of the make wise and configuration wise RMUs.
e) Set of approved drawings of all types of RMUs (make wise and configuration wise) and its Accessories etc.,

f) The Factory Test results and Pre-Commission Test results.
g) The Drawings/ Maintenance Manuals of all types of RMUs (make wise and configuration wise).

17.0 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

17.1 It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment:**
Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**
Clause 19 Section –II, Instruction to Bidder-ITB, Volume-I

c) **Contract Performance Guarantee.**
Clause 36.0, Section––II, Instruction to Bidder-ITB, Volume-I

d) **Liquidated Damages for Delay.**
Clause 14.0 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**
Clause 12.0 & 14.0, Section–II, Instruction to Bidder-ITB, Volume-I

f) **Guarantee.**
Clause 15.0 Section–III, General Conditions of Contract-GCC, Volume-I

g) **Work Schedule.**
Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:** Clause 13.0 Section–II, Instruction to Bidder-ITB, Volume-I.

17.2 Bidders shall be required to furnish a Certificate in Format enclosed at **Annexure I** for acceptance of Important Conditions mentioned in 17.1 above in a separate envelope containing Bid Security.

18.0 GENERAL INFORMATION:

18.1 The requirements stated in and Schedule/ Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together

18.2 The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

18.3 In case of discrepancy between the Conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

19.0 Quantity variation:

As per clause 24.2 of GCC

-S/d-
General Manager (Elec.),
Procurement, BESCOM

"END OF SECTION –V : SCC"